Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: AXIS-AH-ATMSTLKR-AR-12-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

Project Name/Number: AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F

Filing at a Glance

Company: AXIS Insurance Company

Product Name: Blanket ATM and Stalker Riders SERFF Tr Num: PERR-128011379 State: Arkansas TOI: H04 Health - Blanket Accident/Sickness SERFF Status: Closed-Approved State Tr Num:

Sub-TOI: H04.000 Health - Blanket Co Tr Num: AXIS-AH-ATMSTLKR- State Status: Approved-Closed

Accident/Sickness AR-12-01-F

Filing Type: Form Reviewer(s): Donna Lambert

Authors: Lana Begunova, Sandra Disposition Date: 02/17/2012

Sedano, Addy Anggelico

Date Submitted: 01/20/2012 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date: 03/19/2012

State Filing Description:

General Information

Project Name: AXIS-AH-ATMSTLKR-AR-12-01-F Status of Filing in Domicile: Pending

Project Number: AXIS-AH-ATMSTLKR-AR-12-01-F Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Submitted

concurrently.

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Blanket Overall Rate Impact:

Filing Status Changed: 02/17/2012

State Status Changed: 02/17/2012 Deemer Date:

Created By: Lana Begunova Submitted By: Addy Anggelico

Corresponding Filing Tracking Number:

PPACA: Not PPACA-Related

PPACA Notes: null Filing Description:

On behalf of AXIS Insurance Company ("Company" or "AXIS"), we are filing the captioned Blanket Accident riders for

your review and approval:

BACC-013-0909 - ATM Theft Benefit Rider

BACC-014-0909 - Stalking and Harassment Rider

Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: AXIS-AH-ATMSTLKR-AR-12-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

Project Name/Number: AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F

The Riders submitted in this filing will be attached to and become part of the underlying Blanket Accident Policy. Your Department recently approved the following Blanket Accident Policy filing:

Policy Form Number: BACC-001-0909-AR

Company Filing Number: AXIS-AH-BA-AR-09-01-F

Department Filing number: 43831

Approval Date: 11/04/2009

The ATM Theft Benefit Rider will provide coverage for included benefits if an Insured Person is the victim of an ATM Aggravated Assault or Robbery Occurrence.

The Stalking and Harassment Rider will provide coverage for included benefits if an Insured Person is the victim of a Stalking or Harassment Occurrence

The subject forms are new and are not intended to replace any other forms.

Any bracketed material is being filed as variable. Please note, variable information will never be less favorable to an insured than the minimum statutory and regulatory requirements of the state where the policy is issued. Any numeric variables will vary to ranges shown and will comply with minimum statutory/regulatory requirements. A Statement of Variable Language is included to provide you with an explanation of how these forms may vary to accommodate different policyholders, plan designs, or specific clients/cases.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. If there are any requests for additional information related to items by the Company, we will forward the request immediately to the Company contact. The Company's response will be submitted to your attention as soon as we receive it.

Company and Contact

Filing Contact Information

Lana Begunova, State Filings Analyst doi@perrknight.com

881 Alma Real Dr., Suite 205 888-201-5123 [Phone] 151 [Ext]

Pacific Palisades, CA 90272 310-230-8529 [FAX]

Filing Company Information

(This filing was made by a third party - perrandknightactuaryconsultants)

AXIS Insurance Company CoCode: 37273 State of Domicile: Illinois

11680 Great Oaks Way Group Code: 3416 Company Type:
Ste. 500 Group Name: AXIS Specialty State ID Number:

Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: AXIS-AH-ATMSTLKR-AR-12-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

Project Name/Number: AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F

Limited

Alpharetta, GA 30022 FEIN Number: 39-1338397

(678) 746-9423 ext. [Phone]

Filing Fees

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? Yes

Fee Explanation: $$50 \times 2 \text{ forms} = 100

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

AXIS Insurance Company \$100.00 01/20/2012 55672405

SERFF Tracking Number: PERR-128011379 Arkansas State:

Filing Company: AXIS Insurance Company State Tracking Number:

AXIS-AH-ATMSTLKR-AR-12-01-F Company Tracking Number:

H04 Health - Blanket Accident/Sickness TOI: Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F Project Name/Number:

Correspondence Summary

Dispositions

Approved

Created On Date Submitted Status Created By

Donna Lambert **Objection Letters and Response Letters**

Objection Letters Response Letters

Status Created By Created On Date Submitted **Responded By Date Submitted Created On**

02/17/2012

02/17/2012

Donna Lana Begunova Pending 01/23/2012 01/23/2012 02/16/2012 02/16/2012

Lambert Industry

Response

Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: AXIS-AH-ATMSTLKR-AR-12-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

Project Name/Number: AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F

Disposition

Disposition Date: 02/17/2012 Implementation Date: 03/19/2012

Status: Approved

HHS Status: HHS Approved State Review: Not Reviewed

Comment:

Rate data does NOT apply to filing.

BENEFIT RIDER

Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: $AXIS ext{-}AH ext{-}ATMSTLKR ext{-}AR ext{-}12 ext{-}01 ext{-}F$

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Blanket ATM and Stalker Riders Product Name:

AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-FProject Name/Number:

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved	Yes
Supporting Document	Statement of Variability	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Form (revised)	[AUTOMATED TELLER MACHINE (ATM)Approved	Yes
	AGGRAVATED ASSAULT OR		
	ROBBERY OCCURENCE RIDER [AND]		
	[LOSS OR THEFT OF A AUTOMATED		
	TELLER MACHINE (ATM) CARD]		
Form	[AUTOMATED TELLER MACHINE (ATM)Replaced	Yes
	AGGRAVATED ASSAULT OR		
	ROBBERY OCCURENCE RIDER [AND]		
	[LOSS OR THEFT OF A AUTOMATED		
	TELLER MACHINE (ATM) CARD]		
Form (revised)	STALKING AND HARASSMENT	Approved	Yes
	BENEFIT RIDER		
Form	STALKING AND HARASSMENT	Replaced	Yes

Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: AXIS-AH-ATMSTLKR-AR-12-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

Project Name/Number: AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 01/23/2012
Submitted Date 01/23/2012
Respond By Date 02/23/2012

Dear Lana Begunova,

This will acknowledge receipt of the captioned filing.

Objection 1

- [AUTOMATED TELLER MACHINE (ATM) AGGRAVATED ASSAULT OR ROBBERY OCCURENCE RIDER [AND] [LOSS OR THEFT OF A AUTOMATED TELLER MACHINE (ATM) CARD] , BACC-013-0909 (Form)

- STALKING AND HARASSMENT BENEFIT RIDER, BACC-014-0909 (Form)

Comment: 23-79-142 requires payment for services rendered by psychological examiners. Please revise the riders to comply.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Donna Lambert

Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: AXIS-AH-ATMSTLKR-AR-12-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

Project Name/Number: AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F

Response Letter

Response Letter Status Submitted to State

Response Letter Date 02/16/2012 Submitted Date 02/16/2012

Dear Donna Lambert,

Comments:

Response 1

Comments: We have revised the definition of Psychological Therapy to include the fact that counseling must be provided by either a physician or a psychological examiner.

Related Objection 1

Applies To:

- [AUTOMATED TELLER MACHINE (ATM) AGGRAVATED ASSAULT OR ROBBERY OCCURENCE RIDER [AND] [LOSS OR THEFT OF A AUTOMATED TELLER MACHINE (ATM) CARD], BACC-013-0909 (Form)
- STALKING AND HARASSMENT BENEFIT RIDER, BACC-014-0909 (Form)

Comment

23-79-142 requires payment for services rendered by psychological examiners. Please revise the riders to comply.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	y Attach
	Number	Date			Specific	Score	Document
					Data		
[AUTOMATED TELLE	RBACC-		Policy/Contract/Fraternal	Initial		57.930	BACC-
MACHINE (ATM)	013-0909)-	Certificate: Amendment,				013-0909-
AGGRAVATED	AR		Insert Page, Endorsemer	nt			AR 2-
ASSAULT OR			or Rider				ATM Theft
ROBBERY							Benefit

Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: AXIS-AH-ATMSTLKR-AR-12-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

Project Name/Number: AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F

OCCURENCE RIDER Rider.pdf

[AND] [LOSS OR

THEFT OF A

AUTOMATED TELLER

MACHINE (ATM)

CARD]

Previous Version

[AUTOMATED TELLERBACC- Policy/Contract/Fraternal Initial 57.930 BACC-

MACHINE (ATM) 013-0909 Certificate: Amendment, 013-0909

AGGRAVATED Insert Page, Endorsement - ATM

ASSAULT OR or Rider Theft
ROBBERY Benefit

OCCURENCE RIDER Rider.pdf

[AND] [LOSS OR

THEFT OF A

AUTOMATED TELLER

MACHINE (ATM)

CARD]

STALKING AND BACC- Policy/Contract/Fraternal Initial 56.850 BACC-

HARASSMENT 014-0909- Certificate: Amendment, 014-0909-

BENEFIT RIDER AR Insert Page, Endorsement AR 2

or Rider Stalking

and

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Rider.pdf

nt

Nider.pui

Previous Version

STALKING AND BACC- Policy/Contract/Fraternal Initial 56.850 BACC-

HARASSMENT 014-0909 Certificate: Amendment, 014-0909

BENEFIT RIDER Insert Page, Endorsement Stalking

or Rider and

Harassme

nt

Rider.pdf

Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: AXIS-AH-ATMSTLKR-AR-12-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

Project Name/Number: AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F

No Rate/Rule Schedule items changed.

Sincerely,

Addy Anggelico, Lana Begunova, Sandra Sedano

Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: AXIS-AH-ATMSTLKR-AR-12-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

Project Name/Number: AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F

Form Schedule

Lead Form Number: BACC-001-0909-AR

Schedule Item Status	Form Number	Form Type	e Form Name	Action	Action Specific Data	Readability	Attachment
		ract/Frater al Certificate: Amendment t, Insert Page, Endorseme	at [AUTOMATED INTELLER MACHINE (ATM) IN AGGRAVATED IN ASSAULT OR ROBBERY OCCURENCE IN RIDER [AND] [LOSS IN OR THEFT OF A AUTOMATED TELLER MACHINE (ATM) CARD]	Initial		57.930	BACC-013- 0909-AR 2- ATM Theft Benefit Rider.pdf
			t STALKING AND	Initial		56.850	BACC-014-
02/17/2012	2 0909-AR	ract/Frater al Certificate: Amendment, Insert Page, Endorsement or Rider	n e				0909-AR 2 Stalking and Harassment Rider.pdf

[LOGO] 1 **IAUTOMATED TELLER MACHINE (ATM) AGGRAVATED ASSAULT OR ROBBERY** OCCURENCE RIDER [AND] [LOSS OR THEFT OF A AUTOMATED TELLER MACHINE (ATM) CARD] 2

Underwritten by: AXIS INSURANCE COMPANY [303 West Madison, Suite 500 Chicago, Illinois 60606] 3 (A Stock Company)

Administrative Office:

[1 University Square Drive, Suite 200 Princeton, NJ 08540] 4

Policyholder: [ABC Incorporated] Policy Number: [XXXXXX]

Effective Date of this Rider: [January 1, 2010] 5

This Rider is attached to and made part of the Policy as of the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the Schedule of Benefits of the Policy for the applicability of this Rider with respect to each class of [Insured Persons] and each Condition of Coverage.

RIDER SCHEDULE

[Class 1 Black Card Holders]

[Class 2 Gold or Platinum Card Holders]

[Class 3 Retail Card Holders] 1

[AUTOMATED TELLER MACHINE (ATM) AGGRAVATED ASSAULT OR ROBBERY OCCURENCE BENEFIT

[Total Amount Payable for all ATM Aggravated Assault

or Robbery Benefits [\$1,000- \$250,000] [2%-100% of the AD&D Principal Sum] 2

[Account Card]

[Total Maximum Benefit for all ATM Aggravated Assault or Robbery Occurrence Benefit

[\$50-\$125,000] 4

[ATM Death Benefit

[\$1,000 - \$100,000**] 5**

[ATM Death must occur within

[30-365] days from the date of ATM Aggravated Assault or

Robbery Occurrence 6

[Maximum ATM Aggravated Assault or Robbery

Covered Expenses

[\$50-\$15,000] per ATM Aggravated Assault or Robbery Occurrence] [Per Calendar Year] [Per Policy Term]

[means any identifier provided by the Policyholder] 3

[Per Lifetime] 7

[ATM Aggravated Assault or Robbery Covered Expenses Incurral Period

[1-60] days of the ATM Aggravated Assault or Robbery

Occurrence] 8

BACC-013-0909-AR

[Emergency Room Benefit Amount [\$25-\$500][Per ATM Aggravated Assault or Robbery

Occurrence][Per Calendar Year][Per Policy Year][Per Visit]] 9
[Emergency Room Incurral Period [2-48] hours after the ATM Aggravated Assault or Robbery

Occurrencel 10

[Emergency Room Maximum [1-4] [Pr ATM Aggravated Assault or Robbery Occurrence]

[Per Calendar Year][Per Policy Year]] 11

[Maximum Medical Expenses Amount [\$50-\$50,000] per ATM Aggravated Assault or Robbery Occurrence][Per Calendar Year][Per Policy Year]] 12 [Medical Expenses Incurral Period [30-365] days of an ATM Aggravated Assault or Robbery

Occurrence] 13

[Maximum Psychological Therapy Benefit [\$25-\$500] [per ATM Aggravated Assault or Robbery

Occurrence] [Per Calendar Year][Per Policy Year] 14
[1-4] [per ATM Aggravated Assault or Robbery Occurrence]

[Per Calendar Year][Per Policy Year][Per visit]] 15

[Psychological Benefit Incurral Period [30-365] days from an ATM Aggravated Assault or Robbery

Occurrence] 16

[Maximum Loss of Salary Benefit [\$50 - \$500][50%, 60% 662/3% 70%] of the [Insured Person's]

Loss of Salary] [per day up to the Maximum of [1-30] days]] 17

[LOSS OR THEFT OF AUTOMATED TELLER MACHINE (ATM) CARD

[Maximum Number of Psychological Therapy Visits

[[Account Card] [means any identifier provided by the Policyholder]] 1

Maximum Benefit Amount [\$50 - \$10,000] [per ATM Aggravated Assault or Robbery Occurrence] [Per Calendar Year][Per Policy Year][Per Lifetime]

DESCRIPTION OF BENEFIT (S)

[AUTOMATED TELLER MACHINE (ATM) AGGRAVATED ASSAULT OR ROBBERY BENEFIT

We will pay the following benefit(s), subject to all applicable conditions and exclusions, if an [Insured Person] is the victim of an ATM Aggravated Assault or Robbery Occurrence [up to the Total Amount Payable for all ATM Aggravated Assault or Robbery Benefits or the Total Maximum Benefit for all ATM Aggravated Assault or Robbery Occurrence Benefit shown in the Rider Schedule]: 1

- [1. [the Death Benefit Shown in the *Rider Schedule* if the [Insured Person] dies within the time period shown in the *Rider Schedule* from a Covered Injury which occurs as a direct result of the ATM Aggravated Assault or Robbery.] 2
- [2. [the Emergency Room Benefit Amount shown in the *Rider Schedule* for each Emergency Room Visit that an [Insured Person] makes as a direct result of the ATM Aggravated Assault or Robbery Occurrence, subject to the Emergency Room Maximum shown in the *Rider Schedule* Such Emergency Room Visit must occur within the Emergency Room Incurral Period shown in the *Rider Schedule*.] 3
- [3. [Medical Expenses Incurred by the Insured Person as a direct result of the ATM Aggravated Assault or Robbery Occurrence, subject to the Maximum Medical Expense Amount shown in the *Rider Schedule*. Such Medical Expenses must be Incurred within the Medical Expense Incurral Period shown in the *Rider Schedule*.] 4
- [4. [Psychological Therapy Incurred by the Insured Person as a direct result of an ATM Aggravated Assault or Robbery Occurrence [as long as the [Insured Person] was not previously receiving Psychological Therapy prior to [1-90] days before the ATM Aggravated Assault or Robbery Occurrence] 6, subject to the Maximum Psychological Therapy Benefit and the Maximum Number of Psychological Therapy Visits shown in the *Rider Schedule*. Such Psychological Therapy expenses must be Incurred within the Psychological Therapy Incurral Period shown in the *Rider Schedule*]. 5
- [5. [the Insured Person's Loss of Salary as a direct result of an ATM Aggravated Assault or Robbery Occurrence, subject to the Maximum Loss of Salary Benefit shown in the *Rider Schedule*. Such Loss of Salary must occur within [1 -30] days of the ATM Aggravated Assault or Robbery Occurrence. 7 [This benefit shall be reduced by any other valid and collectible benefits, including disability insurance, workers compensation, unemployment compensation, salary and wage continuation, or similar salary replacement plans.] 8

[6. [Covered Expenses Incurred by an Insured Person as a direct result of an ATM Aggravated Assault or Robbery Occurrence, subject to the Maximum ATM Aggravated Assault or Robbery Covered Expenses shown in the *Rider Schedule*. Such Covered Expenses must be Incurred within the Covered Expenses Incurral Period shown in the *Rider Schedule*.] 9

[LOSS OR THEFT OF AUTOMATED TELLER MACHINE (ATM) CARD BENEFIT

The Company will pay Covered Expenses, subject to the Maximum Benefit Amount as shown in the *Schedule of Benefits* of this Rider, if the [Insured Person] Incurs a loss or theft of the [Insured Person's] Account Card provided such Covered Expenses as a direct result of the loss or theft of the Account Card.]

[This Rider is in excess over any reimbursement, other insurance or indemnity available to the [Insured Person]].

DEFINITIONS

Certain words used in this Rider have specific meanings. The words defined below and capitalized within the text of this Rider and have the meanings set forth below. If a capitalized term is not set forth below, it may be defined in the Policy to which this Rider is attached. If a term contained in this Rider is defined in both the Policy and this Rider, the definition in this Rider shall govern.

[Account Card means the Account Card as shown in the Rider Schedule]

[Aggravated Assault means the crime of physically attacking another person that results in serious bodily harm and/or is made with a deadly or dangerous weapon such as a gun, knife, sword, ax or

blunt instrument.]

[ATM Aggravated Assault or Robbery Occurrence

means an Aggravated Assault or Robbery of the [Insured Person] that occurred:

- 1. immediately before, during or after the financial transaction at an Automated Teller Machine (ATM);1
- 2. immediately before, during or after the use of the Automated Teller Machine (ATM)1
- 3. within [3-1500] feet of the ATM machine from which any transaction was made.]]]

[Automated Teller Machine or ATM means an electronic banking outlet, which allows customers to complete basic financial transactions without the aid of a branch representative or teller.]

[Covered Expenses

means any of the following expenses for which the [Insured Person] does not receive, nor is entitled to receive, reimbursement from any other source and for which He is liable or responsible for:

- stolen monies from the [Insured Person], withdrawals, transfers or other transactions that are not authorized by the [Insured Person].
- expenses the [Insured Person] Incurs to close an account, change to a new bank account, ordering new checks, obtaining a duplicate driver license, and changing any locks.]

[Emergency Room Visit

means the [Insured Person] receiving treatment at a unit or part of a Hospital or other specialized health care facility designed for resolving urgent injury care needs.

[Incurred or Incurs

means a [Medical Expense] [or] [Covered Expense] for which the [Insured Person] is responsible [Medical Expenses will be deemed Incurred on the date the treatment or service is rendered, or the supply is provided. [Covered Expenses will be Incurred on the date the [Insured Person] is charged.]

[Loss of Salary

means [50-66 2/3 %] of the [Insured Person's] regular wages [,exclusive of overtime, tips or incentive payments,] that are forfeited due to absence from work immediately following the ATM Aggravated Assault or Robbery Occurrence less any amount the Insured Person receives, or is entitled to receive, from any salary continuation plan, including workers' compensation, social security disability, salary continuation, disability insurance.

[Medical Expenses

means the Usual and Customary charges for Medically Necessary services that the Insured Person Incurs and is financially responsible to pay after payment or reimbursement by or from any other valid and collectible insurance. These services include:

- 1. Medical care and treatment by a Physician;
- 2. Hospital Room and Board and Hospital care, both inpatient and outpatient;
- 3. Drugs and medicines required and prescribed by a Physician;
- 4. Diagnostic test and x-rays prescribed by a Physician;
- 5. Transportation of an [Insured Person] in an emergency transportation vehicle from the location where the [Insured Person] becomes injured to the nearest Hospital where appropriate medical treatment can be obtained;
- 6. Dental care and treatment due to a Covered Injury;
- 7. Physical therapy, including diathermy, ultrasonic whirlpool or heat treatment adjustment, manipulation, massage and the office visit associated with such therapy;
- 8. Treatment performed by a licensed medical professional when prescribed by a Physician, if hospitalization would have been otherwise required;
- 9. Rental of durable medical equipment;
- 10. Artificial limbs and other prosthetic devices;
- 11. Orthopedic appliances or braces;[.]
- [12. Psychological Therapy]]

[Medically Necessary -

means a Covered Medical Expense that:

- 1. is essential for diagnosis, treatment or care of the a Covered Injury [or Psychological Therapy] for which it is prescribed or performed;
- 2. meets generally accepted standards of medical practice; and
- 3. is ordered by a Physician and performed under his care, supervision or order.]

[Psychological Therapy

means the Usual and Customary charges for Medically Necessary counseling that the Insured Person Incurs and is financially responsible to pay after payment or reimbursement by or from any other valid and collectible insurance. Such counseling must be administered by a Physician or a psychological examiner.]

[Robbery

means unlawful taking away of cash withdrawn from an ATM by force or intimidation, with the intention of permanently depriving the [Insured Person] of the money.]

Rider Conditions

- 1. As a condition precedent to receipt of benefits under the Automated Teller machine (ATM) Aggravated Assault or Robbery, the ATM Aggravated Assault or Robbery must be reported to police within [24 -48] hours of when it occurred, and such report must include the time and location of the ATM Aggravated Assault or Robbery.
- 2. As a condition precedent to the receipt of benefits under the Loss or Theft of Automated Teller Machine (ATM) Card Benefit, the [Insured Person]must report the loss or theft to the [Policyholder][Subscriber][Financial Institution] within [24-96] hours of when such loss or theft is discovered or should have reasonably been discovered.]

Exclusions

Benefits will not be paid for an

- 1. [ATM Assault where the Robbery happened more than [30] minutes after the [Insured Person] withdrawal of the money or in a location or circumstance which can be reasonable be attributed to being unrelated to and not as a direct result of the [Insured Person's] withdrawal.]
- 2. [ATM Aggravated Assault or Robbery Occurrence committed by the [Insured Person];[or]

3. ATM Aggravated Assault or Robbery Occurrence committed upon the [Insured Person] by a friend, Fellow Employee, [Immediate Family Member, or Member of the Same Household].

Augn N. Aprings

Other exclusions that apply to this benefit are in the Common Exclusions section.

The President and Secretary witness this Rider:

ſ

]4

Secretary

[

BACC-013-0909-AR

[LOGO] 1

STALKING AND HARASSMENT BENEFIT RIDER

Underwritten by: AXIS INSURANCE COMPANY [303 West Madison, Suite 500 Chicago, Illinois 6060612 (A Stock Company)

Administrative Office:

[1 University Square Drive, Suite 200 Princeton, NJ 08540] 3

Policyholder: [ABC Incorporated] Policy Number: [XXXXXX]

Effective Date of this Rider: [January 1, 2011] 4

This Rider is attached to and made part of the Policy as of the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the Schedule of Benefits of the Policy for the applicability of this Rider with respect to each class of [Insured Persons] and each Condition of Coverage.

RIDER SCHEDULE

[Class 1 Black Card Holder]

Gold and Platinum Card Holders] [Class 2

[Class 3 Retail Card Holder] 1

STALKING AND HARASSMENT BENEFIT

[Account Card] [means any identifier provided by the Policyholder] 2

[Maximum Total for all Stalking and Harassment **Benefits Amount**

[Stalking or Harassment Death Benefit

[Death must occur within

[\$25-\$500] [Per Stalking or Harassment Occurrence] [Per [Emergency Room Benefit Amount

Calendar Year][Per Policy Year]] 5

[2-48] hours after the Stalking or Harassment Occurrence] 6 [Emergency Room Incurral Period [Emergency Room Maximum]

[1-4] [Per Stalking or Harassment Occurrence]

[\$250-\$250,000]

Occurrence] 4

[Per Calendar Year][Per Policy Year]] 7

for all Stalking or Harassment Occurrences]] 3

[\$1,000 - \$100,000] [2%-100% of the AD&D Principal Sum]

[30-365] days from the date of Stalking or Harassment

[Maximum Medical Expenses Amount [\$100-\$50,000] Per Stalking or Harassment Occurrence][Per

Calendar year][Per Policy Year] 8

[30-365] days of Stalking or Harassment Occurrence]] 9 [Medical Expenses Incurral Period

[Maximum Psychological Therapy Benefit [\$25-\$500] Per Stalking or Harassment Occurrence] [[Per

Calendar Year][Per Policy Year] 10

[Maximum Number of Psychological Therapy Visits [1-4] [Per Stalking or Harassment Occurrence]] 11

[Per Calendar Year][Per Policy Year]

[30-365] days of Stalking or Harassment Occurrence]] 12 [Psychological Therapy Incurral Period

[Maximum Stalking or Harassment

Covered Expenses

[\$50-\$15,000] per Stalking or Harassment
Occurrence][Per Calendar year][per Policy
Year][Lifetime Maximum]] 13

[Replacement of Locks, Home Security and Private
Security Maximum

[\$50-\$5,000] per Stalking or Harassment
Occurrence][Per Calendar year][per Policy
Year][Lifetime Maximum]] 14

[Stalking or Harassment Covered Expenses Incurral
Period

[30-365] days of Stalking or Harassment Occurrence]]

[\$50 - \$500] [50%,,60% 66 2/3% , 70% of the [Insured Person's] Loss of Salary][per day up to the Maximum of [1-30] days] **16**

[Maximum Loss of Salary Benefit

DESCRIPTION OF BENEFIT

15

The Company will pay the following benefit(s), subject to all applicable conditions and exclusions, if an [Insured Person] is the victim of a Stalking or Harassment Occurrence; [up to the Total Amount Payable for all Stalking and Harassment Benefits or the Total Maximum Benefit for all Stalking and Harassment Benefits as shown in the *Rider Schedule*]: 1

- [1. the Death Benefit shown in the *Rider Schedule* if the [Insured Person] dies within the time period shown in the Rider *Schedule* from a Covered Injury which occurs as a direct result of a Stalking or Harassment Occurrence .] 2
- [2. the Emergency Room Benefit Amount shown in the *Rider Schedule* for each Emergency Room Visit that an [Insured Person] makes as a direct result of the Stalking or Harassment Occurrence, subject to the Emergency Room Maximum shown in the *Rider Schedule*. Such Emergency Room visits must occur with the Emergency Room Incurral Period shown in the *Rider Schedule*]. 3
- [3. Medical Expenses Incurred by the [Insured Person] s as a direct result of the Stalking or Harassment Occurrence, subject to the Maximum Medical Expense Amount shown in the *Rider Schedule*. Such Medical Expenses must be Incurred within the Medical Expenses Incurral period shown in the *Rider Schedule*.] 4
- [4. Psychological Therapy Incurred by the [Insured Person] as a result of an Stalking or Harassment Occurrence [as long as the [Insured Person] was not previously receiving Psychological Therapy [1-90 days] prior to the a Stalking or Harassment Occurrence] 6, subject to the Maximum Psychological Therapy benefit and the Maximum Number of psychological Therapy visits shown in the *Rider Schedule*. Such Psychological Therapy expenses must be Incurred within the Psychological Therapy Incurral period shown in the *Rider Schedule*]. 5
- [5. the [Insured Person's] Loss of Salary as a direct result of a Stalking and Harassment Occurrence, subject to the Maximum Loss Salary shown in the Rider Schedule the [Insured Person's]. Such Loss of Salary must occur within [1-3] days of the Stalking and Harassment Occurrence 7. [This benefit shall be reduced by any other valid and collectible benefits, including disability insurance, workers compensation, unemployment compensation, salary and wage continuation, or similar salary replacement plans.] 8
- [6. Covered Expenses Incurred by the [Insured Person] as a direct result of a Stalking and Harassment, subject to the Maximum a Stalking or Harassment Covered Expenses shown in the *Rider Schedule*. Such Covered Expenses must be Incurred with the Covered Expenses period shown in the *Rider Schedule*.] 9

[This Rider is in excess over any reimbursement, other insurance or indemnity available to the [Insured Person].] 10

DEFINITIONS

Certain words used in this Rider have specific meanings. The words defined below and capitalized within the text of this Rider and have the meanings set forth below. If a capitalized term is not set forth below, it may be defined in the Policy to which this Rider is attached. If a term contained in this Rider is defined in both the Policy and this Rider, the definition in this Rider shall govern.

[Account Card

means the Account Card as shown in the Rider Schedule]

[Covered Expenses

means any of the following expenses for which the [Insured Person] does not receive and is not entitled to receive reimbursement from any other source and for which He is liable or responsible for:

- the replacement of locks for home or dormitory, installation of a home security system, private security services,
- obtaining a restraining order, personal self defense classes, early termination of a cell phone contract,
- and cost of changing over financial accounts after a Stalking or Harassment Occurrence.

[Cyber Stalking

means threatening behavior or unwanted advances directed at another individual using the Internet and other forms of online and computer communications.]

[Cyber Harassment.

means repeated, unsolicited, threatening behavior by a person or group using mobile or Internet technology with the intent to bother, terrify, intimidate, humiliate, threaten, harass or stalk someone else. The harassment can take place in any electronic environment where communication with others is possible, such as on social networking sites, on message boards, in chat rooms or through email. Posting a general opinion on a discussion board or in a forum is not considered cyber harassment.]

[Cyber Bullying.

means when a child is tormented, threatened, harassed, humiliated, embarrassed or targeted by another child using the Internet, mobile phone, or other type of digital technology.]

[Emergency Room Visit

means the [Insured Person] receiving treatment at a unit or part of a Hospital or other specialized health care facility designed for resolving urgent injury care needs]

[Harassment Occurrence

means any physical, verbal or written conduct demonstrating hostility toward a person, whether through direct contact or the use of the internet or other electronic means, because of that person's age, sex, sexual orientation, race, color, religion, national origin, disability or other legally protected status. [Separate Harassment Occurrences due to the same individual will be treated as one Harassment Occurrence unless the harassment is separated by [10-180] days.]

[Incurred or Incurs

means a [Medical Expense] [or] [Covered Expense] for which the [Insured Person] is responsible-[Medical Expenses_will be deemed Incurred on the date the treatment or service is rendered, or the supply is provided. [Covered Expenses will be Incurred on the date the Insured Person is charged.]

[Loss of Salary

means [50-662/3 %] the [Insured Person's] regular wages that are forfeited due to absence from work immediately following the Stalking or Harassment Occurrence, provided the absence was due to the Stalking or Harassment Occurrence, less any amount the [Insured Person] recives or is entitled to recievce, from any salary continuation plam, including workers' compensation, social security and any disability plans.

[Medical Expenses

means the Usual and Customary charges for Medically Necessary services that the [Insured Person] Incurs and is financially responsible to pay after payment or reimbursement by or from any other valid and collectible insurance. These services include:

- 1. Medical care and treatment by a Physician;
- 2. Hospital Room and Board and Hospital care, both inpatient and outpatient;
- 3. Drugs and medicines required and prescribed by a Physician;
- 4. Diagnostic test and x-rays prescribed by a Physician;
- 5. Transportation of an [Insured Person] in an emergency transportation vehicle from the location where the Insured Person becomes injured to the nearest Hospital where appropriate medical treatment can be obtained;

- 6. Dental care and treatment due to a Covered Injury;
- 7. Physical therapy, including diathermy, ultrasonic whirlpool or heat treatment, adjustment; manipulation, massage and the office visit associated with such therapy;
- 8. Treatment performed by a licensed medical professional when prescribed by a Physician, if hospitalization would have been otherwise required;
- 9. Rental of durable medical equipment;
- 10. Artificial limbs and other prosthetic devices;
- 11. Orthopedic appliances or braces

[12 Psychological Therapy].]

[Medically Necessary -

means a Covered Medical Expense that:

- 1. is essential for diagnosis, treatment or care of a Covered Injury [or Psychological Treatment] for which it is prescribed or performed;
- 2. meets generally accepted standards of medical practice; and
- 3. is ordered by a Physician and performed under his care, supervision or order.]

[Psychological Therapy

means the Usual and Customary charges for Medically Necessary counseling that the [Insured Person] Incurs and is financially responsible to pay after payment or reimbursement by or from any other valid and collectible insurance. Such counseling must be administered by a Physician or a psychological examiner.

Stalking Occurrence

means a pattern of repeated and unwanted attention, harassment, contact, or any other course of conduct directed at a specific person, whether through direct contact [or the use of the internet[or other electronic means, which would cause a reasonable person to feel fear. [This does not include [Cyber Bullying][Cyber Stalking][or][Cyber Harassment] [Separate Stalking Occurrence due to the same individual will be treated as one Stalking Occurrence unless the stalking is separated by [10-180] days.]

RIDER CONDITIONS

1. As a condition precedent to receipt of benefits under Stalking and Harassment Benefit, the Stalking or Harassment Occurrence must be reported to police within [24 -48] hours of when it occurred, and such report must include the time and location of the Stalking and Harassment Occurrence or Robbery.

EXCLUSIONS

Exclusions

- 1. [Cyber Stalking,][and][Cyber Harassment][and][Cyber Bully]
- 2. Benefits will not be paid for a:

1

a). Stalking or Harassment Occurrence committed by the [Insured Person]; or

Augn N. Aprings

b). Stalking or Harassment Occurrence committed upon the [Insured Person] by a Fellow Employee, [Immediate Family Member, or Member of the Same Household].

[Other exclusions that apply to this benefit are in the Common Exclusions section.]

The President and Secretary witness this Rider:

h 100

[

Secretary

President

Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: AXIS-AH-ATMSTLKR-AR-12-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

Project Name/Number: AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved 02/17/2012

Comments: Attachments:

Compliance Certification.pdf Certificate of Readability.pdf

Item Status: Status

Date:

Satisfied - Item: Application Approved 02/17/2012

Comments:

Application BACC-003-0909 was approved along with the underlying policy under State Tracking Number: 43831.

Item Status: Status

Date:

Bypassed - Item: PPACA Uniform Compliance Approved 02/17/2012

Summary

Bypass Reason: Not PPACA-related.

Comments:

Item Status: Status

Date:

Satisfied - Item: Statement of Variability Approved 02/17/2012

Comments: Attachments:

BACC-013-0909 ATM Statement of Variability.pdf BACC-014-0909 Stalking Statement of Variability.pdf

Item Status: Status

Date:

Satisfied - Item: Letter of Authorization Approved 02/17/2012

Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: AXIS-AH-ATMSTLKR-AR-12-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

Project Name/Number: AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F

Comments:

Attachment:

LOA.pdf

Arkansas

RULE AND REGULATION 19 CERTIFICATION RULE AND REGULATION 49 CERTIFICATION

This is to certify that the referenced forms comply with the provisions of Rule and Regulation 19 AND 49 as well as all applicable requirements of the Arkansas Insurance Department.

For **AXIS Insurance Company**

Megark-Mondiad

Megan K. Morehead

Assistant Vice President

January 20, 2012

CERTIFICATE OF READABILITY

FORM NAME	FORM NUMBER	FLESCH SCORE
ATM Theft Benefit Rider	BACC-013-0909	57.93
Stalking and Harassment Rider	BACC-014-0909	56.85

The text was Flesch scored by computer.

I certify that to the best of my knowledge and belief, the above referenced forms meet or exceed the readability, legibility, and format requirements of any applicable laws and regulations.

Megan K. Morehead Assistant Vice President

AXIS Global Accident & Health

AXIS Insurance Company STATEMENT OF VARIABLE LANGUAGE for the following RIDER:

BACC-013-0909 Automated Teller Machine (ATM) Aggravated Assault or Robbery Occurrence [and Loss or Theft of an Automated Teller Machine (ATM) Card Rider]

Language that is bracketed in the form is intended to be variable. Below is an explanation of those variables.

Provision/Title	Variable	Description of Variable
General Variable Items		Any bracketed material is being filed as variable. Please note variable information will never be less favorable to an insured than the minimum statutory and regulatory requirements of the state where the policy is issued. Any numeric variables will vary to ranges shown and will comply with minimum statutory/regulatory requirements.
		Brackets around numbers or alphas in listing, and punctuation/words such as "and/or" in a listing, will be included or deleted as needed in order to make the statement or provision read correctly.
		Reference to Insured Person may vary to reflect group type. E.g., when underlying Policyholder is an Employer, the term may be change to "Employee." When underlying Policyholder is a School, the term may be changed to "Student."
		Reference to Spouse may also include a Same Sex Spouse where same sex marriage is recognized or Domestic Partner where said coverage is allowed by state law. Reference to Domestic Partner may vary to reflect the proper designation allowed by state law, e.g., Partner to a Civil Union.
		The format may vary according to plan design or policyholder preference; however the relative prominence of provisions will not change. Subject to state readability laws, the print size, style, page size and layout may be modified to reflect various formats including 8.5 x 11 pages, booklets or brochure styles.
	1	
	1	Logo
	2	Title may vary depending on whether Automated Teller Machine (ATM) Assault or Robbery Benefit and/or Loss or Theft of an Automated Teller Machine (ATM) Card Benefits are selected.
	3	Company address may change
	4	The Company's Administrative Office address may change
	5	Policyholder – John Doe information
		Policy Number - John Doe information Control Date of Con
		Effective Date of This Rider - John Doe information; may be the Policy Effective Date on if the Rider is insured of the Relieue Effective The Relieue Date of This Rider - John Doe information; may be the Relieue Date of the Relieue Date of the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Relieue Date of This Rider - John Doe information; may be the Rider - John Doe informat
		Policy Effective Date, or if the Rider is issued after Policy Effective Date, the Rider will take effect on the date the rider is issued.
	1	
Rider Schedule	1	Classes of Insured Person will be described
(Automated Teller Machine (ATM) Aggravated Assault or Robbery Occurrence Benefit)	1	Classes of histical reison will be aescribed
	2	Total Amount Payable for all ATM Aggravated Assault or Robbery Benefits may be included or omitted according to plan design.
	3	Account Card and a description may be included or omitted according to
		plan design.

	4	Total Maximum Benefit for all ATM Aggravated Assault or Robbery
		Occurrence Benefit may be included or omitted according to plan design.
	5	ATM Death Benefit may be included or omitted according to plan design.
	6	ATM Must Occur Within may be included or omitted according to plan
		design and will indicate the number of days the death must occur from the
		date of the ATM Aggravated Assault or Robbery Occurrence.
	7	Maximum ATM Aggravated Assault or Robbery Covered Expenses may be
		included or omitted according to plan design, and would be payable on a
		per ATM Aggravated Assault or Robbery Occurrence, per Calendar Year,
		per Policy Term or per Lifetime basis.
	8	ATM Aggravated Assault or Robbery Covered Expenses Incurral Period
		will be included or omitted according to plan design, and will indicate the
		number of days that such covered expenses must be incurred in order to be
		payable.
	9	Emergency Room Benefit Amount may be included or omitted according to plan design
	10	Emergency Room Incurral Period will be included or omitted according to
		plan design and will indicate the number of days that such expenses must
		be incurred within in order for the benefit to be payable.
	11	Emergency Room Maximum, which establishes a maximum number of
		Emergency Room Benefits that are payable will be included or omitted
		according to plan design.
	12	Maximum Medical Expenses Amount will be included or omitted
		according to plan design.
	13	Medical Expenses Incurral Period will be included or omitted according to
		plan design and will indicate the number of days that such expenses must
		be incurred within in order for the benefit to be payable.
	14	Maximum Psychological Therapy Benefit may be included or omitted,
	1.	according to plan design.
	15	Maximum Number of Psychological Therapy Visits may be included or
		omitted, according to plan design
	16	Psychological Therapy Incurral Period will be included or omitted
	10	according to plan design and will indicate the number of days that such
		expenses must be incurred within in order for the benefit to be payable.
	17	Maximum Loss of Salary Benefit will be included or omitted according to
	1,	plan design.
Rider Schedule	1	Account Card and a description may be included or omitted according to
(Loss or Theft of an Automated Teller Machine	_	plan design.
(ATM) Card Benefit)		1
, , , , , , , , , , , , , , , , , , , ,		
Description of Benefits	1	Text describing limits for the Total Amount Payable and the Total
(Automated Teller Machine (ATM) Aggravated		Maximum Benefit will be included or omitted according to plan design
Assault or Robbery Occurrence Benefit)		2 metades of offices decording to plan design
Tables of Robbits Goodiffence Benefits	2	A description of the Death Benefit will be included or omitted according to
		plan design
	3	A description of the benefit payable for an Emergency Room visit will be
		included or omitted according to plan design
	4	A description of the benefit paid for Medical Expenses will be included or
	+	omitted, according to plan design
	5	A description of the benefit payable for Psychological Therapy will be
)	
	-	included or omitted, according to plan design.
	6	The bracketed text will be included or omitted according to plan design.
		Benefits would be payable for Psychological Therapy only if the Insured
		Person had not previously received Psychological Therapy for the number
		of days specified prior to an ATM Aggravated Assault or Robbery.
	7	A description of the benefits paid for Loss of Salary will be included or

	omitted according to plan design.
8	The bracketed text will be include or omitted according to plan design. If the text is included, the benefits paid for Loss of Salary will be reduced by any other collectible benefits.
9	A description of Covered Expenses payable as a direct result of an ATM Aggravated Assault or Robbery Occurrence will be included or omitted according to plan design.
	A description of Covered Expenses payable as a result of Loss or Theft of
	an Automated Teller Machine (ATM) Card will be included or omitted according on plan design.
	The bracketed text will be included or omitted according to plan design. The text will appear if the coverage under the rider is excess to other insurance.
	Each defined word will be included or omitted according to plan design.
	When a definition includes conditions, those conditions may be included or omitted according to plan design.
	Bracketed Exclusions will be included or omitted according to plan design/benefit structure. Any exclusions provided will comply with state rules and regulations. Any language required by statute or regulation will always appear and not be excluded or limited.
	Secretary – signature will be inserted; name may be revised should
	corporate officer be removed/replaced.
	President – signature will be inserted; name may be revised should corporate officer be removed/replaced.

AXIS Insurance Company STATEMENT OF VARIABLE LANGUAGE for the following RIDER:

BACC-014-0909 Stalking and Harassment Benefit Rider

Language that is bracketed in the form is intended to be variable. Below is an explanation of those variables.

Provision/Title	Variable	Description of Variable
General Variable Items		Any bracketed material is being filed as variable. Please note variable
	ļ ,	information will never be less favorable to an insured than the
		minimum statutory and regulatory requirements of the state where the
		policy is issued. Any numeric variables will vary to ranges shown and
		will comply with minimum statutory/regulatory requirements.
		Brackets around numbers or alphas in listing, and punctuation/words
		such as "and/or" in a listing, will be included or deleted as needed in
		order to make the statement or provision read correctly.
		Reference to Insured Person may vary to reflect group type. E.g.,
		when underlying Policyholder is an Employer, the term may be change
		to "Employee." When underlying Policyholder is a School, the term may be changed to "Student."
		Reference to Spouse may also include a Same Sex Spouse where same
		sex marriage is recognized or Domestic Partner where said coverage is
		allowed by state law. Reference to Domestic Partner may vary to
		reflect the proper designation allowed by state law, e.g., Partner to a
		Civil Union.
		The format may vary according to plan design or policyholder
		preference; however the relative prominence of provisions will not
	ļ ,	change. Subject to state readability laws, the print size, style, page size
		and layout may be modified to reflect various formats including 8.5 x
		11 pages, booklets or brochure styles.
	1	Logo
	2	Company address may change
	3	The Company's Administrative Office address may change
	4	Policyholder – John Doe information
		Policy Number - John Doe information
	ļ ,	Effective Date of This Rider - John Doe information; may be the
		Policy Effective Date, or if the Rider is issued after Policy
		Effective Date, the Rider will take effect on the date the rider is
		issued.
D.1. (1.1.1		
Rider Schedule	1	Classes of Insured Person will be described.
	2	Account Card and a description may be included or omitted according
		to plan design. The Maximum Total for All Stelling and Harasament Panefits
	3	The Maximum Total for All Stalking and Harassment Benefits
		Amount may be included or omitted according to plan design. A Death Benefit may be included or omitted according to plan design.
	5	v U I
) 3	The Emergency Room Benefit Amount may be included or omitted
	6	according to plan design. An Emergency Room Incurral Period will be included or omitted
	Ü	An Emergency Room incurral renod will be included of omitted

		according to plan design and will indicate the number of days that such
		expenses must be incurred within in order for the benefit to be payable.
	7	Emergency Room Maximum, which establishes a maximum number of
	,	Emergency Room Benefits that are payable will be included or omitted
		according to plan design.
	8	Maximum Medical Expenses Amount will be included or omitted
		according to plan design.
	9	Medical Expenses Incurral Period will be included or omitted
		according to plan design and will indicate the number of days that such
		expenses must be incurred within in order for the benefit to be payable.
	10	Maximum Psychological Therapy Benefit may be included or omitted,
		according to plan design.
	11	Maximum Number of Psychological Therapy Visits may be included
		or omitted according to plan design
	12	Psychological Therapy Incurral Period will be included or omitted
		according to plan design and will indicate the number of days that such
		expenses must be incurred within in order for the benefit to be payable.
	13	Maximum Stalking or Harassment Covered Expenses will be included
		or omitted according to plan design.
	14	Replacement of Locks, Home Security and Private Security Maximum
		will be included or omitted according to plan design.
	15	Stalking or Harassment Covered Expenses Incurral Period will be
		included or omitted according to plan design.
	16	Maximum Loss of Salary Benefit will be included or omitted
		according to plan design.
Description of Benefit	1	Text describing limits for the Total Amount Payable and the Total
		Maximum Benefit will be included or omitted according to plan
		design.
	2	A description of the Death Benefit will be included or omitted
		according to plan design.
	2	A 1
	3	A description of the benefit payable for an Emergency Room visit will
		be included or omitted according to plan design.
	3 4	be included or omitted according to plan design. A description of the benefit paid for Medical Expenses will be
	4	be included or omitted according to plan design. A description of the benefit paid for Medical Expenses will be included or omitted, according to plan design.
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	5	be included or omitted according to plan design. A description of the benefit paid for Medical Expenses will be included or omitted, according to plan design. A description of the benefit payable for Psychological Therapy will be included or omitted, according to plan design.
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	5	be included or omitted according to plan design. A description of the benefit paid for Medical Expenses will be included or omitted, according to plan design. A description of the benefit payable for Psychological Therapy will be included or omitted, according to plan design. The bracketed text will be included or omitted according to plan design. Benefits would be payable for Psychological Therapy only if the Insured Person had not previously received Psychological Therapy for the number of days specified prior to a Stalking and Harassment
	5	be included or omitted according to plan design. A description of the benefit paid for Medical Expenses will be included or omitted, according to plan design. A description of the benefit payable for Psychological Therapy will be included or omitted, according to plan design. The bracketed text will be included or omitted according to plan design. Benefits would be payable for Psychological Therapy only if the Insured Person had not previously received Psychological Therapy for the number of days specified prior to a Stalking and Harassment Occurrence.
	5 6	be included or omitted according to plan design. A description of the benefit paid for Medical Expenses will be included or omitted, according to plan design. A description of the benefit payable for Psychological Therapy will be included or omitted, according to plan design. The bracketed text will be included or omitted according to plan design. Benefits would be payable for Psychological Therapy only if the Insured Person had not previously received Psychological Therapy for the number of days specified prior to a Stalking and Harassment Occurrence. A description of the benefits paid for Loss of Salary will be included or
	5 6	be included or omitted according to plan design. A description of the benefit paid for Medical Expenses will be included or omitted, according to plan design. A description of the benefit payable for Psychological Therapy will be included or omitted, according to plan design. The bracketed text will be included or omitted according to plan design. Benefits would be payable for Psychological Therapy only if the Insured Person had not previously received Psychological Therapy for the number of days specified prior to a Stalking and Harassment Occurrence.
	5 6	be included or omitted according to plan design. A description of the benefit paid for Medical Expenses will be included or omitted, according to plan design. A description of the benefit payable for Psychological Therapy will be included or omitted, according to plan design. The bracketed text will be included or omitted according to plan design. Benefits would be payable for Psychological Therapy only if the Insured Person had not previously received Psychological Therapy for the number of days specified prior to a Stalking and Harassment Occurrence. A description of the benefits paid for Loss of Salary will be included or omitted according to plan design.
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	When a definition includes conditions, those conditions may be included or omitted according to plan design.
Exclusions	Bracketed Exclusions will be included or omitted according to plan design/benefit structure. Any exclusions provided will comply with state rules and regulations. Any language required by statute or regulation will always appear and not be excluded or limited.
Signature of Secretary	Secretary – signature will be inserted; name may be revised should corporate officer be removed/replaced.
Signature of President	President – signature will be inserted; name may be revised should corporate officer be removed/replaced.

AXIS Insurance

100 Overlook Center, 2nd Floor, Princeton, NJ 08540 Tel. 609-375-2235 ● Fax 609-375-2001 ● www.axiscapital.com



January 1, 2011

Re: AXIS Insurance Company

NAIC Company Number: 37273

Blanket Accident Product Filing Submission

To Whom It May Concern:

Perr&Knight is hereby authorized to submit rate and form filings on behalf of AXIS Insurance Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight at the following address:

State Filings Department Perr&Knight 881 Alma Real Drive, Suite 205 Pacific Palisades, CA 90272

Phone: (310) 230-9339 Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Morchael

Sincerely,

Megan K. Morehead

Assistant Vice President

AXIS Gløbal Accident & Health

Phone: 609-216-3342

Megan.Morehead@AXIScapital.com

Filing Company: AXIS Insurance Company State Tracking Number:

Company Tracking Number: AXIS-AH-ATMSTLKR-AR-12-01-F

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Product Name: Blanket ATM and Stalker Riders

Project Name/Number: AXIS-AH-ATMSTLKR-AR-12-01-F/AXIS-AH-ATMSTLKR-AR-12-01-F

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/20/2012	Form	[AUTOMATED TELLER MACHINE (ATM) AGGRAVATED ASSAULT OR ROBBERY OCCURENCE RIDER [AND] [LOSS OR THEFT OF A AUTOMATED TELLER MACHINE (ATM) CARD]	02/16/2012	BACC-013-0909 - ATM Theft Benefit Rider.pdf (Superceded)
01/20/2012	Form	STALKING AND HARASSMENT BENEFIT RIDER	02/16/2012	BACC-014-0909 Stalking and Harassment Rider.pdf (Superceded)

[LOGO] 1 [AUTOMATED TELLER MACHINE (ATM) AGGRAVATED ASSAULT OR ROBBERY OCCURENCE RIDER [AND] [LOSS OR THEFT OF A AUTOMATED TELLER MACHINE (ATM) CARD] 2

Underwritten by: AXIS INSURANCE COMPANY [303 West Madison, Suite 500 Chicago, Illinois 60606] 3 (A Stock Company)

Administrative Office:

[1 University Square Drive, Suite 200 Princeton, NJ 08540] 4

Policyholder: [ABC Incorporated] Policy Number: [XXXXXX]

Effective Date of this Rider: [January 1, 2010] 5

This Rider is attached to and made part of the Policy as of the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the Schedule of Benefits of the Policy for the applicability of this Rider with respect to each class of [Insured Persons] and each Condition of Coverage.

RIDER SCHEDULE

[Class 1 Black Card Holders]

[Class 2 Gold or Platinum Card Holders]

[Class 3 Retail Card Holders] 1

[AUTOMATED TELLER MACHINE (ATM) AGGRAVATED ASSAULT OR ROBBERY OCCURENCE BENEFIT

[Total Amount Payable for all ATM Aggravated Assault

or Robbery Benefits [\$1,000- \$250,000] [2%-100% of the AD&D Principal Sum] 2

[Account Card]

Total Maximum Benefit for all ATM Aggravated

Assault or Robbery Occurrence Benefit

[ATM Death Benefit

[ATM Death must occur within

[Maximum ATM Aggravated Assault or Robbery **Covered Expenses**

[ATM Aggravated Assault or Robbery Covered Expenses Incurral Period

[\$50-\$15,000] per ATM Aggravated Assault or Robbery Occurrence] [Per Calendar Year] [Per Policy Term]

[30-365] days from the date of ATM Aggravated Assault or

[means any identifier provided by the Policyholder] 3

[Per Lifetime] 7

[\$50-\$125,000] **4**

[\$1,000 - \$100,000] 5

Robbery Occurrence 6

[1-60] days of the ATM Aggravated Assault or Robbery

Occurrence 18

BACC-013-0909

[Emergency Room Benefit Amount [\$25-\$500][Per ATM Aggravated Assault or Robbery Occurrence][Per Calendar Year][Per Policy Year][Per Visit]] 9
[Emergency Room Incurral Period [2-48] hours after the ATM Aggravated Assault or Robbery Occurrence] 10
[Emergency Room Maximum [1-4] [Pr ATM Aggravated Assault or Robbery Occurrence] [Per Calendar Year][Per Policy Year]] 11
[Maximum Medical Expenses Amount [\$50-\$50,000] per ATM Aggravated Assault or Robbery Occurrence][Per Calendar Year][Per Policy Year]] 12
[Medical Expenses Incurral Period [30-365] days of an ATM Aggravated Assault or Robbery Occurrence] 13

[Maximum Psychological Therapy Benefit [\$25-\$500] [per ATM Aggravated Assault or Robbery Occurrence] [Per Calendar Year] [Per Policy Year] 14
[Maximum Number of Psychological Therapy Visits [1-4] [per ATM Aggravated Assault or Robbery Occurrence] [Per Calendar Year] [Per Policy Year] [Per visit]] 15

[Psychological Benefit Incurral Period [30-365] days from an ATM Aggravated Assault or Robbery Occurrence] 16

[Maximum Loss of Salary Benefit [\$50 - \$500][50%, 60% 662/3% 70%] of the [Insured Person's] Loss of Salary] [per day up to the Maximum of [1-30] days]] 17

[LOSS OR THEFT OF AUTOMATED TELLER MACHINE (ATM) CARD

[[Account Card] [means any identifier provided by the Policyholder]] 1

Maximum Benefit Amount [\$50 - \$10,000] [per ATM Aggravated Assault or Robbery Occurrence] [Per Calendar Year] [Per Policy Year] [Per Lifetime]

DESCRIPTION OF BENEFIT (S)

[AUTOMATED TELLER MACHINE (ATM) AGGRAVATED ASSAULT OR ROBBERY BENEFIT

We will pay the following benefit(s), subject to all applicable conditions and exclusions, if an [Insured Person] is the victim of an ATM Aggravated Assault or Robbery Occurrence [up to the Total Amount Payable for all ATM Aggravated Assault or Robbery Benefits or the Total Maximum Benefit for all ATM Aggravated Assault or Robbery Occurrence Benefit shown in the Rider Schedule]: 1

- [1. [the Death Benefit Shown in the *Rider Schedule* if the [Insured Person] dies within the time period shown in the *Rider Schedule* from a Covered Injury which occurs as a direct result of the ATM Aggravated Assault or Robbery.] 2
- [2. [the Emergency Room Benefit Amount shown in the *Rider Schedule* for each Emergency Room Visit that an [Insured Person] makes as a direct result of the ATM Aggravated Assault or Robbery Occurrence, subject to the Emergency Room Maximum shown in the *Rider Schedule* Such Emergency Room Visit must occur within the Emergency Room Incurral Period shown in the *Rider Schedule*.] 3
- [3. [Medical Expenses Incurred by the Insured Person as a direct result of the ATM Aggravated Assault or Robbery Occurrence, subject to the Maximum Medical Expense Amount shown in the *Rider Schedule*. Such Medical Expenses must be Incurred within the Medical Expense Incurral Period shown in the *Rider Schedule*.] 4
- [4. [Psychological Therapy Incurred by the Insured Person as a direct result of an ATM Aggravated Assault or Robbery Occurrence [as long as the [Insured Person] was not previously receiving Psychological Therapy prior to [1-90] days before the ATM Aggravated Assault or Robbery Occurrence] 6, subject to the Maximum Psychological Therapy Benefit and the Maximum Number of Psychological Therapy Visits shown in the *Rider Schedule*. Such Psychological Therapy expenses must be Incurred within the Psychological Therapy Incurral Period shown in the *Rider Schedule*]. 5
- [5. [the Insured Person's Loss of Salary as a direct result of an ATM Aggravated Assault or Robbery Occurrence, subject to the Maximum Loss of Salary Benefit shown in the *Rider Schedule*. Such Loss of Salary must occur within [1 -30] days of the ATM Aggravated Assault or Robbery Occurrence. 7 [This benefit shall be reduced by any other valid and collectible benefits, including disability insurance, workers compensation, unemployment compensation, salary and wage continuation, or similar salary replacement plans.] 8

[6. [Covered Expenses Incurred by an Insured Person as a direct result of an ATM Aggravated Assault or Robbery Occurrence, subject to the Maximum ATM Aggravated Assault or Robbery Covered Expenses shown in the *Rider Schedule*. Such Covered Expenses must be Incurred within the Covered Expenses Incurral Period shown in the *Rider Schedule*.] 9

[LOSS OR THEFT OF AUTOMATED TELLER MACHINE (ATM) CARD BENEFIT

The Company will pay Covered Expenses, subject to the Maximum Benefit Amount as shown in the *Schedule of Benefits* of this Rider, if the [Insured Person] Incurs a loss or theft of the [Insured Person's] Account Card provided such Covered Expenses as a direct result of the loss or theft of the Account Card.]

[This Rider is in excess over any reimbursement, other insurance or indemnity available to the [Insured Person]].

DEFINITIONS

Certain words used in this Rider have specific meanings. The words defined below and capitalized within the text of this Rider and have the meanings set forth below. If a capitalized term is not set forth below, it may be defined in the Policy to which this Rider is attached. If a term contained in this Rider is defined in both the Policy and this Rider, the definition in this Rider shall govern.

[Account Card means the Account Card as shown in the Rider Schedule]

[Aggravated Assault means the crime of physically attacking another person that results in serious bodily harm and/or is made with a deadly or dangerous weapon such as a gun, knife, sword, ax or

blunt instrument.]

[ATM Aggravated Assault or Robbery Occurrence

means an Aggravated Assault or Robbery of the [Insured Person] that occurred:

- 1. immediately before, during or after the financial transaction at an Automated Teller Machine (ATM);]
- 2. immediately before, during or after the use of the Automated Teller Machine (ATM)]
- 3. within [3-1500] feet of the ATM machine from which any transaction was made.]]]

[Automated Teller Machine or ATM means an electronic banking outlet, which allows customers to complete basic financial transactions without the aid of a branch representative or teller.]

[Covered Expenses

means any of the following expenses for which the [Insured Person] does not receive, nor is entitled to receive, reimbursement from any other source and for which He is liable or responsible for:

- stolen monies from the [Insured Person], withdrawals, transfers or other transactions that are not authorized by the [Insured Person].
- expenses the [Insured Person] Incurs to close an account, change to a new bank account, ordering new checks, obtaining a duplicate driver license, and changing any locks.]

[Emergency Room Visit

means the [Insured Person] receiving treatment at a unit or part of a Hospital or other specialized health care facility designed for resolving urgent injury care needs.

[Incurred or Incurs

means a [Medical Expense] [or] [Covered Expense] for which the [Insured Person] is responsible [Medical Expenses will be deemed Incurred on the date the treatment or service is rendered, or the supply is provided. [Covered Expenses will be Incurred on the date the [Insured Person] is charged.]

[Loss of Salary

means [50-66 2/3 %] of the [Insured Person's] regular wages [,exclusive of overtime, tips or incentive payments,] that are forfeited due to absence from work immediately following the ATM Aggravated Assault or Robbery Occurrence less any amount the Insured Person receives, or is entitled to receive, from any salary continuation plan, including workers' compensation, social security disability, salary continuation, disability insurance.

[Medical Expenses

means the Usual and Customary charges for Medically Necessary services that the Insured Person Incurs and is financially responsible to pay after payment or reimbursement by or from any other valid and collectible insurance. These services include:

- 1. Medical care and treatment by a Physician;
- 2. Hospital Room and Board and Hospital care, both inpatient and outpatient;
- 3. Drugs and medicines required and prescribed by a Physician;
- 4. Diagnostic test and x-rays prescribed by a Physician;
- 5. Transportation of an [Insured Person] in an emergency transportation vehicle from the location where the [Insured Person] becomes injured to the nearest Hospital where appropriate medical treatment can be obtained;
- 6. Dental care and treatment due to a Covered Injury;
- 7. Physical therapy, including diathermy, ultrasonic whirlpool or heat treatment adjustment, manipulation, massage and the office visit associated with such therapy;
- 8. Treatment performed by a licensed medical professional when prescribed by a Physician, if hospitalization would have been otherwise required;
- 9. Rental of durable medical equipment;
- 10. Artificial limbs and other prosthetic devices;
- 11. Orthopedic appliances or braces;[.]
- [12. Psychological Therapy]]

[Medically Necessary -

means a Covered Medical Expense that:

- 1. is essential for diagnosis, treatment or care of the a Covered Injury [or Psychological Therapy] for which it is prescribed or performed;
- 2. meets generally accepted standards of medical practice; and
- 3. is ordered by a Physician and performed under his care, supervision or order.]

[Psychological Therapy

means the Usual and Customary charges for Medically Necessary counseling that the Insured Person Incurs and is financially responsible to pay after payment or reimbursement by or from any other valid and collectible insurance. Such counseling must be administered by a Physician..]

[Robbery

means unlawful taking away of cash withdrawn from an ATM by force or intimidation, with the intention of permanently depriving the [Insured Person] of the money.]

Rider Conditions

- 1. As a condition precedent to receipt of benefits under the Automated Teller machine (ATM) Aggravated Assault or Robbery, the ATM Aggravated Assault or Robbery must be reported to police within [24 -48] hours of when it occurred, and such report must include the time and location of the ATM Aggravated Assault or Robbery.
- 2. As a condition precedent to the receipt of benefits under the Loss or Theft of Automated Teller Machine (ATM) Card Benefit, the [Insured Person]must report the loss or theft to the [Policyholder][Subscriber][Financial Institution] within [24-96] hours of when such loss or theft is discovered or should have reasonably been discovered.] .

Exclusions

Benefits will not be paid for an

- 1. [ATM Assault where the Robbery happened more than [30] minutes after the [Insured Person] withdrawal of the money or in a location or circumstance which can be reasonable be attributed to being unrelated to and not as a direct result of the [Insured Person's] withdrawal.]
- 2. [ATM Aggravated Assault or Robbery Occurrence committed by the [Insured Person];[or]

3. ATM Aggravated Assault or Robbery Occurrence committed upon the [Insured Person] by a friend, Fellow Employee, [Immediate Family Member, or Member of the Same Household].

Acepy N. Aprings

Other exclusions that apply to this benefit are in the Common Exclusions section.

The President and Secretary witness this Rider:

[

]4

[

Secretary

[LOGO] 1

STALKING AND HARASSMENT BENEFIT RIDER

Underwritten by: AXIS INSURANCE COMPANY [303 West Madison, Suite 500 Chicago, Illinois 60606] 2 (A Stock Company)

Administrative Office:

[1 University Square Drive, Suite 200 Princeton, NJ 08540] 3

Policyholder: [ABC Incorporated] Policy Number: [XXXXXX]

Effective Date of this Rider: [January 1, 2011] 4

This Rider is attached to and made part of the Policy as of the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the *Schedule of Benefits* of the Policy for the applicability of this Rider with respect to each class of [Insured Persons] and each Condition of Coverage.

RIDER SCHEDULE

[Class 1 Black Card Holder]

[Class 2 Gold and Platinum Card Holders]

[Class 3 Retail Card Holder] 1

STALKING AND HARASSMENT BENEFIT

[Maximum Total for all Stalking and Harassment

Benefits Amount

[Account Card]

[Stalking or Harassment Death Benefit

[Death must occur within

[Emergency Room Benefit Amount

[Emergency Room Incurral Period [Emergency Room Maximum]

[Maximum Medical Expenses Amount

[Medical Expenses Incurral Period

[Maximum Psychological Therapy Benefit

[Maximum Number of Psychological Therapy Visits

[Psychological Therapy Incurral Period

[Maximum Stalking or Harassment

[means any identifier provided by the Policyholder] 2

[\$250-\$250,000]

for all Stalking or Harassment Occurrences]] 3

[\$1,000 - \$100,000] [2%-100% of the AD&D Principal Sum] [30-365] days from the date of Stalking or Harassment

Occurrence] 4

[\$25-\$500] [Per Stalking or Harassment Occurrence][Per

Calendar Year][Per Policy Year]] 5

[2-48] hours after the Stalking or Harassment Occurrence] 6

[1-4] [Per Stalking or Harassment Occurrence]

[Per Calendar Year][Per Policy Year]] 7

[\$100-\$50,000] Per Stalking or Harassment Occurrence][Per

Calendar year][Per Policy Year] 8

[30-365] days of Stalking or Harassment Occurrence]] 9

[\$25-\$500] Per Stalking or Harassment Occurrence] [[Per

Calendar Year][Per Policy Year] 10

[1-4] [Per Stalking or Harassment Occurrence]] 11

[Per Calendar Year][Per Policy Year]

[30-365] days of Stalking or Harassment Occurrence]] 12

Covered Expenses

[\$50-\$15,000] per Stalking or Harassment
Occurrence][Per Calendar year][per Policy
Year][Lifetime Maximum]] 13

[Replacement of Locks, Home Security and Private
Security Maximum

[\$50-\$5,000] per Stalking or Harassment
Occurrence][Per Calendar year][per Policy
Year][Lifetime Maximum]] 14

[Stalking or Harassment Covered Expenses Incurral Period

[30-365] days of Stalking or Harassment Occurrence]]

[Maximum Loss of Salary Benefit

[\$50 - \$500] [50%,,60% 66 2/3%, 70% of the [Insured Person's] Loss of Salary][per day up to the Maximum of [1-30] days] 16

DESCRIPTION OF BENEFIT

The Company will pay the following benefit(s), subject to all applicable conditions and exclusions, if an [Insured Person] is the victim of a Stalking or Harassment Occurrence; [up to the Total Amount Payable for all Stalking and Harassment Benefits or the Total Maximum Benefit for all Stalking and Harassment Benefits as shown in the *Rider Schedule*]: 1

- [1. the Death Benefit shown in the *Rider Schedule* if the [Insured Person] dies within the time period shown in the Rider *Schedule* from a Covered Injury which occurs as a direct result of a Stalking or Harassment Occurrence .] 2
- [2. the Emergency Room Benefit Amount shown in the *Rider Schedule* for each Emergency Room Visit that an [Insured Person] makes as a direct result of the Stalking or Harassment Occurrence, subject to the Emergency Room Maximum shown in the *Rider Schedule*. Such Emergency Room visits must occur with the Emergency Room Incurral Period shown in the *Rider Schedule*. 3
- [3. Medical Expenses Incurred by the [Insured Person] s as a direct result of the Stalking or Harassment Occurrence, subject to the Maximum Medical Expense Amount shown in the *Rider Schedule*. Such Medical Expenses must be Incurred within the Medical Expenses Incurral period shown in the *Rider Schedule*.] 4
- [4. Psychological Therapy Incurred by the [Insured Person] as a result of an Stalking or Harassment Occurrence [as long as the [Insured Person] was not previously receiving Psychological Therapy [1-90 days] prior to the a Stalking or Harassment Occurrence] 6, subject to the Maximum Psychological Therapy benefit and the Maximum Number of psychological Therapy visits shown in the *Rider Schedule*. Such Psychological Therapy expenses must be Incurred within the Psychological Therapy Incurral period shown in the *Rider Schedule*]. 5
- [5. the [Insured Person's] Loss of Salary as a direct result of a Stalking and Harassment Occurrence, subject to the Maximum Loss Salary shown in the *Rider Schedule* the [Insured Person's]. Such Loss of Salary must occur within [1-3] days of the Stalking and Harassment Occurrence 7 .[This benefit shall be reduced by any other valid and collectible benefits, including disability insurance, workers compensation, unemployment compensation, salary and wage continuation, or similar salary replacement plans.] 8
- [6. Covered Expenses Incurred by the [Insured Person] as a direct result of a Stalking and Harassment, subject to the Maximum a Stalking or Harassment Covered Expenses shown in the *Rider Schedule*. Such Covered Expenses must be Incurred with the Covered Expenses period shown in the *Rider Schedule*.] 9

[This Rider is in excess over any reimbursement, other insurance or indemnity available to the [Insured Person].]

DEFINITIONS

Certain words used in this Rider have specific meanings. The words defined below and capitalized within the text of this Rider and have the meanings set forth below. If a capitalized term is not set forth below, it may be defined in the Policy to which this Rider is attached. If a term contained in this Rider is defined in both the Policy and this Rider, the definition in this Rider shall govern.

[Account Card

means the Account Card as shown in the Rider Schedule]

[Covered Expenses

means any of the following expenses for which the [Insured Person] does not receive and is not entitled to receive reimbursement from any other source and for which He is liable or responsible for:

- the replacement of locks for home or dormitory, installation of a home security system, private security services,
- obtaining a restraining order, personal self defense classes, early termination of a cell phone contract,
- and cost of changing over financial accounts after a Stalking or Harassment Occurrence.

[Cyber Stalking

means threatening behavior or unwanted advances directed at another individual using the Internet and other forms of online and computer communications.]

[Cyber Harassment.

means repeated, unsolicited, threatening behavior by a person or group using mobile or Internet technology with the intent to bother, terrify, intimidate, humiliate, threaten, harass or stalk someone else. The harassment can take place in any electronic environment where communication with others is possible, such as on social networking sites, on message boards, in chat rooms or through email. Posting a general opinion on a discussion board or in a forum is not considered cyber harassment.]

[Cyber Bullying.

means when a child is tormented, threatened, harassed, humiliated, embarrassed or targeted by another child using the Internet, mobile phone, or other type of digital technology.]

[Emergency Room Visit

means the [Insured Person] receiving treatment at a unit or part of a Hospital or other specialized health care facility designed for resolving urgent injury care needs]

[Harassment Occurrence

means any physical, verbal or written conduct demonstrating hostility toward a person, whether through direct contact or the use of the internet or other electronic means, because of that person's age, sex, sexual orientation, race, color, religion, national origin, disability or other legally protected status. [Separate Harassment Occurrences due to the same individual will be treated as one Harassment Occurrence unless the harassment is separated by [10-180] days.]

[Incurred or Incurs

means a [Medical Expense] [or] [Covered Expense] for which the [Insured Person] is responsible—[Medical Expenses will be deemed Incurred on the date the treatment or service is rendered, or the supply is provided. [Covered Expenses will be Incurred on the date the Insured Person is charged.]

[Loss of Salary

means [50-662/3 %] the [Insured Person's] regular wages that are forfeited due to absence from work immediately following the Stalking or Harassment Occurrence, provided the absence was due to the Stalking or Harassment Occurrence, less any amount the [Insured Person] recives or is entitled to recievce, from any salary continuation plam, including workers' compensation, social security and any disability plans.

[Medical Expenses

means the Usual and Customary charges for Medically Necessary services that the [Insured Person] Incurs and is financially responsible to pay after payment or reimbursement by or from any other valid and collectible insurance. These services include:

- 1. Medical care and treatment by a Physician;
- 2. Hospital Room and Board and Hospital care, both inpatient and outpatient;
- 3. Drugs and medicines required and prescribed by a Physician;
- 4. Diagnostic test and x-rays prescribed by a Physician;
- 5. Transportation of an [Insured Person] in an emergency transportation vehicle from the location where the Insured Person becomes injured to the nearest Hospital where appropriate medical treatment can be obtained;

- 6. Dental care and treatment due to a Covered Injury;
- 7. Physical therapy, including diathermy, ultrasonic whirlpool or heat treatment, adjustment; manipulation, massage and the office visit associated with such therapy;
- 8. Treatment performed by a licensed medical professional when prescribed by a Physician, if hospitalization would have been otherwise required;
- 9. Rental of durable medical equipment;
- 10. Artificial limbs and other prosthetic devices;
- 11. Orthopedic appliances or braces
- [12 Psychological Therapy].]

[Medically Necessary -

means a Covered Medical Expense that:

- 1. is essential for diagnosis, treatment or care of a Covered Injury [or Psychological Treatment] for which it is prescribed or performed;
- 2. meets generally accepted standards of medical practice; and
- 3. is ordered by a Physician and performed under his care, supervision or order.]

[Psychological Therapy

means the Usual and Customary charges for Medically Necessary counseling that the [Insured Person] Incurs and is financially responsible to pay after payment or reimbursement by or from any other valid and collectible insurance. Such counseling must be administered by a Physician.

Stalking Occurrence

means a pattern of repeated and unwanted attention, harassment, contact, or any other course of conduct directed at a specific person, whether through direct contact [or the use of the internet[or other electronic means, which would cause a reasonable person to feel fear. [This does not include [Cyber Bullying][Cyber Stalking][or][Cyber Harassment] [Separate Stalking Occurrence due to the same individual will be treated as one Stalking Occurrence unless the stalking is separated by [10-180] days.]

RIDER CONDITIONS

1. As a condition precedent to receipt of benefits under Stalking and Harassment Benefit, the Stalking or Harassment Occurrence must be reported to police within [24 -48] hours of when it occurred, and such report must include the time and location of the Stalking and Harassment Occurrence or Robbery.

EXCLUSIONS

Exclusions

[

- 1. [Cyber Stalking,][and][Cyber Harassment][and][Cyber Bully]
- 2. Benefits will not be paid for a:
 - a). Stalking or Harassment Occurrence committed by the [Insured Person]; or
 - b). Stalking or Harassment Occurrence committed upon the [Insured Person] by a Fellow Employee, [Immediate Family Member, or Member of the Same Household].

[Other exclusions that apply to this benefit are in the Common Exclusions section.]

The President and Secretary witness this Rider:

Med 1. Color

Secretary

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Augn N. Aprings

President